

BETA LICENSE AGREEMENT

THIS BETA LICENSE AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date (as defined in Section 10) by and between Husch Blackwell Consulting LLC, an Arizona limited liability company (“HBC”), and the volleyball club, regardless of its form of organization (“Beta-User”), that accepts this Agreement by clicking “I Agree” or otherwise manifesting assent through the electronic acceptance mechanism provided by HBC. The Beta-User may be organized as a limited liability company, corporation, nonprofit corporation, sole proprietorship, partnership, or any other form of legal entity or business organization. HBC and the Beta-User are individually referred to herein as a “Party,” and collectively referred to herein as the “Parties”. For purposes of this Agreement, “Software” means the software identified on Exhibit A (attached hereto). THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME AT HBC’S SOLE AND EXCLUSIVE DISCRETION.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR ICON INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOFTWARE.

In consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. License

HBC hereby grants Beta-User a revocable, non-exclusive, non-transferable, non-sublicensable, and limited license to use the Software only for internal testing, evaluation, and commercial deployment as part of Beta-User’s membership offerings in accordance with this Agreement (the “License”). The License shall be provided to Beta-User free of charge during the Term (as defined herein). All access to the Software shall be limited to authorized users, including parents or legal guardians of athletes enrolled with Beta-User (“Guardians”), athletes enrolled with Beta-User (“Athletes”) ages fourteen (14) and older whose Guardian has provided express written consent as required by the Software (“Authorized Athletes”), Beta-User coaches, and other Beta-User personnel, designated by Beta-User and identified in writing to HBC prior to such access and use. The License does not include, and Beta-User shall not have, the right to use the Software for any purpose other than for Beta-User’s own internal testing, evaluation, and commercial deployment as part of Beta-User’s membership offerings. In exchange for the License, Beta-User shall furnish HBC with information about the operation, functions, features, characteristics, and uses of the Software, including any errors or problems, as well as general feedback, suggestions, improvements, or modifications for the Software. HBC reserves the right to make changes to the Software that: (a) are necessary or appropriate to the continued orderly function of the Software including, without limitation, implementing bug-fixes, patches, or Software updates; (b) are reasonably required in order to comply with applicable law or regulation; (c) extend or enhance the functionalities or architecture of the Software; or (d) are necessary to correct any actual or alleged infringement upon a third party’s intellectual property rights.

2. Software Use, Restrictions, and Exclusivity

(a) Use Restrictions. Beta-User shall not, nor shall it permit any other person to: (a) use the Software for any purpose or in any manner not explicitly authorized by this Agreement; (b) make or retain any copy or duplicate of the Software, either for its own account or the account of any third party; (c) create or recreate the source code for the Software; (d) re-engineer, reverse engineer, decompile, or disassemble the Software; (e) create or develop any derivative works, modifications, extensions, or the like in or to the Software; (f) refer to or otherwise use the Software as part of any effort to develop a program having any functional attributes, visual expressions, or other features similar to those of the Software; (g) remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Software; or (h) sell, market, license, sublicense,

distribute, disclose, make available, loan, or otherwise grant to any person, including any outsourcer, vendor, consultant, or partner, any right to use the Software. Beta-User shall ensure that no person outside Beta-User's organization or any underage athletes, except Authorized Athletes, are permitted to access or use the Software.

(b) Exclusive Use. Beta-User acknowledges that its rights under this Agreement are exclusive to Beta-User, and Beta-User shall not obtain, license, use, develop, make available, or permit access to any software, application, platform, or technological solution that is similar to, competitive with, or intended to serve the same or substantially similar purpose as the Software. Beta-User further agrees that no third party outside of Beta-User shall be provided access to the Software, nor shall any person or entity outside of Beta-User be engaged for the development or provision of any comparable recruiting-related technology.

(c) Data Sharing. Beta-User acknowledges and agrees that the Software includes functionality enabling Guardians and Authorized Athletes to input, among other things, performance and recruiting-related information, including, without limitation, notes, school interest lists, communication records, athletic goals, and other information they elect to input into the Software ("User Input"). Beta-User further acknowledges and agrees that such User Input may be shared with Beta-User coaches solely for recruiting support and related internal purposes. Beta-User shall not share any User Input with any person or entity outside Beta-User without HBC's prior written consent. All collection, use, and handling of User Input shall be subject to the terms of Section 5.

3. Confidentiality

(a) Definition. "Confidential Information" means any of HBC's proprietary or confidential information concerning trade secrets, know how, software programs, source code, executable code, object code, algorithms, business, products, technical data, documentation, specifications, activities, processes, technology, drawings, flow charts, diagrams, customers, suppliers, contracts, finances, personnel, research, plans, business strategies and plans, policies, inventions, confidential information of customers, or other Intellectual Property (as defined herein) or proprietary information, including, without limitation, any invention, writing, idea, discovery, or improvement made or conceived by HBC, regardless of how such information is disclosed, delivered, obtained, or discovered, whether verbally or in writing.

(b) Confidentiality Obligations. Beta-User acknowledges that the Software, and other information and materials furnished to Beta-User under this Agreement, contains Confidential Information. Beta-User acknowledges that the Confidential Information is furnished to Beta-User only to facilitate Beta-User's internal test and evaluation of the Software and for no other reason. Beta-User shall not, directly or indirectly, at any time during the Term (as defined herein), disclose or use the Software or Confidential Information, except as explicitly authorized under this Agreement. Beta-User shall not, directly or indirectly, communicate, publish, display, loan, give, or otherwise disclose the Software or Confidential Information to any third person, or permit any third person to have access to or possession of the Software or Confidential Information. Access to and use of the Software and any Confidential Information shall be restricted to those employees and agents with a need to use the Software or Confidential Information to perform Beta-User's obligations under this Agreement; provided, however, that such employees and agents have executed a written non-disclosure or confidentiality agreement with provisions no less stringent than those applicable to Beta-User under this Agreement. Beta-User shall be liable for any breach of this Agreement by any of its employees, agents, and other persons who obtain access to or possession of the Software or Confidential Information directly or indirectly from or through Beta-User.

4. Intellectual Property and Ownership

(a) Definition. "Intellectual Property" means, without limitation, all ideas, inventions, original works of authorship, and any derivations or improvements related thereto including, but not limited to, photographs, copy, mask works, copyrights, technical data, trade secrets, know how, research, services, software, technology, designs, drawings, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business information.

(b) Ownership. Beta-User acknowledges and agrees that HBC retains sole and exclusive ownership of the Software and owns all right, title, and interest in and to the Intellectual Property

of the Software. It is expressly understood that no right, title, or interest in or to the Software, or any part thereof, is transferred to Beta-User. The use by Beta-User of any of the Intellectual Property of the Software is authorized only for the purposes set forth herein, and Beta-User shall cease such authorized use of the Software immediately upon the expiration or earlier termination of this Agreement.

(c) Feedback. Beta-User will provide reasonable feedback to HBC concerning information about the operation, functions, features, characteristics, and uses of the Software, including any errors or problems, as well as general feedback, suggestions, improvements, or modifications for the Software and the features and functionality of the Software. If Beta-User provides feedback to HBC, all such feedback will be the sole and exclusive property of HBC. Beta-User hereby irrevocably transfers and assigns to HBC and agrees to irrevocably assign and transfer to HBC all of Beta-User's right, title, and interest in and to all feedback including all Intellectual Property rights therein. Except as otherwise explicitly provided herein, Beta-User will not earn or acquire any rights or licenses in the Software or in any other HBC Intellectual Property rights on account of this Agreement or Beta-User's performance under this Agreement, even if HBC incorporates any feedback into the Software.

5. Data Collection, Use, and Privacy

(a) Definitions. For purposes of this Agreement: (i) "Personal Data" means any information collected through the Software that identifies or could reasonably be used to identify an individual, including names, contact information, school information, athletic performance data, and User Input (as defined in Section 2(c)); and (ii) "Usage Data" means data generated through use of the Software, including log data, feature usage, session duration, and similar operational data.

(b) Use of Data. HBC may collect, store, process, and use Personal Data and Usage Data for the following purposes: (i) operating, maintaining, and improving the Software; (ii) providing support and responding to inquiries; (iii) analyzing Software performance and user engagement for product development; (iv) developing, training, and improving HBC's products, services, and technologies; (v) complying with applicable law; and (vi) generating aggregated, anonymized, or de-identified data that does not reasonably identify any individual ("Aggregated Data"). HBC shall own all right, title, and interest in and to all Aggregated Data and Usage Data and may use such data for any lawful purpose, including benchmarking, analytics, and product improvement, during and after the Term, without restriction. HBC shall maintain commercially reasonable safeguards designed to protect Personal Data against unauthorized access, use, or disclosure; provided, however, that HBC shall not be liable for any unauthorized access, use, or disclosure of Personal Data except to the extent caused by HBC's gross negligence or willful misconduct. HBC may also use Personal Data and Usage Data to develop and deliver additional features, tools, or services within the Software as the Software evolves during the Term, provided that such use is consistent with the consents obtained by Beta-User pursuant to Section 5(c) and HBC's then-current Privacy Policy.

(c) Beta-User Obligations. Beta-User shall (i) use Personal Data obtained through the Software only as expressly permitted under this Agreement; (ii) implement and maintain administrative, technical, and physical safeguards no less protective than current industry standards to protect any Personal Data in its possession or control; (iii) comply with all applicable federal, state, and local laws and regulations relating to data privacy, data security, and the protection of minors' information. Beta-User acknowledges and agrees that HBC shall have no liability for Beta-User's failure to obtain any required consents or to comply with applicable data privacy laws. Notwithstanding the foregoing, Beta-User's internal use of User Input shall also be subject to the prohibited data use restrictions set forth in Section 5(h). Beta-User shall not share any User Input with any person or entity outside Beta-User without HBC's prior written consent, except to the extent disclosure is required by applicable law, regulation, or valid legal process (including a subpoena, court order, or regulatory demand), in which case Beta-User shall: (i) provide HBC with prompt prior written notice of such requirement to the extent permitted by law; (ii) cooperate with HBC if HBC seeks a protective order or other appropriate remedy; and (iii) disclose only that portion of User Input that is legally required to be disclosed.

(d) Data Incidents. In the event Beta-User becomes aware of any actual or suspected unauthorized access to, use of, or disclosure of Personal Data or Confidential Information

processed through the Software (a “Data Incident”), Beta-User shall: (i) notify HBC in writing within forty-eight (48) hours of becoming aware of such Data Incident; (ii) cooperate fully with HBC in investigating and remediating the Data Incident; and (iii) take all reasonable steps to mitigate any harm resulting therefrom. Beta-User shall not make any public statement regarding a Data Incident without HBC’s prior written consent.

(e) Data Retention and Deletion. Upon expiration or earlier termination of this Agreement, Beta-User shall, in addition to its obligations under Section 6(d), immediately cease all use of Personal Data and, within fifteen (15) days of such expiration or termination, permanently delete or destroy all Personal Data obtained through or in connection with the Software and provide HBC with a written certification of such deletion or destruction signed by an authorized officer of Beta-User. HBC shall have the right to audit Beta-User’s compliance with this provision upon reasonable notice. HBC may retain Personal Data for a reasonable period following expiration or termination as necessary to comply with applicable law, resolve disputes, or enforce this Agreement. HBC may retain Usage Data and Aggregated Data without restriction for any lawful business purpose.

(f) Minors’ Data. The Software is intended solely for use by individuals fourteen (14) years of age and older. HBC does not knowingly collect Personal Data from individuals under the age of fourteen (14). Age verification shall be based on the date of birth provided by the applicable parent or legal guardian. In the event HBC discovers that Personal Data has been collected from an individual under the age of fourteen (14) without verifiable parental consent, HBC reserves the right to delete such data immediately and terminate the applicable user’s access without notice to Beta-User.

(g) Data Sharing with Beta-User. HBC may share with Beta-User aggregated or individual engagement data generated through Authorized Athletes’ and Guardians’ use of the Software, including without limitation completion data, check-in scores, and goal-tracking information (“Engagement Data”). Beta-User shall use Engagement Data solely for internal coaching and recruiting support purposes, and internal access to Engagement Data shall be limited to the same personnel authorized to access User Input under Section 2(c). Beta-User shall not disclose Engagement Data to any third party without HBC’s prior written consent. All Engagement Data remains subject to the confidentiality obligations set forth in Section 3.

(h) Prohibited Data Uses. Beta-User shall not: (i) use Personal Data or Engagement Data for marketing, advertising, or promotional purposes unrelated to the Software; (ii) use Personal Data to create behavioral profiles of Authorized Athletes or Guardians beyond what is necessary for the internal coaching and recruiting support purposes described herein; or (iii) attempt to re-identify any de-identified or aggregated data provided by HBC.

(i) Sensitive Data. In the event Beta-User discovers that an Authorized Athlete or Guardian has submitted information that constitutes sensitive Personal Data, Beta-User shall promptly notify HBC and cooperate with HBC to delete such information from Beta-User’s systems.

6. Term and Termination

(a) Term. This Agreement shall be effective as of the Effective Date and shall persist until June 30, 2026 (the “Term”), unless earlier terminated by HBC pursuant to Section 6(b).

(b) Termination for Convenience. Either Party may terminate this Agreement for convenience at any time with written notice to the other Party.

(c) Termination for Breach of Data Privacy. HBC may terminate this Agreement immediately upon written notice if it determines, in its reasonable discretion, that any actual, suspected, or potential unauthorized access, use, disclosure, or handling of User Input, Confidential Information, or other data processed through the Software has occurred in a manner that may violate applicable privacy requirements.

(d) Return Requirements. Immediately upon the expiration or earlier termination of this Agreement, Beta-User shall: (i) cease any and all use of the Software; (ii) remove the Software

from its computers, networks, and servers; (iii) return to HBC the Software recorded on the original media; (iv) return to HBC any and all documentation or other materials relating to the Software; and (v) comply with the data deletion requirements set forth in Section 5.

7. Representations and Warranties

(a) Beta-User's Representations and Warranties. During the Term, to the extent permitted under this Agreement, Beta-User may upload content to the Software or otherwise provide content to HBC (the "Beta-User Content"). Beta-User acknowledges and agrees that HBC may use and exploit the Beta-User Content in any manner. Beta-User hereby grants to HBC a non-exclusive, sublicensable, transferable, worldwide, paid-up, and royalty-free right and license to use, commercialize, and exploit the Beta-User Content in any manner. Beta-User represents and warrants that: (i) the Beta-User Content does not and will not contain any information or materials that is unlawful, hateful, threatening, obscene, defamatory, offensive, or otherwise unacceptable (as determined by HBC); (ii) the Beta-User Content does not and will not violate any law, regulation, or rights of any third party including, without limitation, intellectual property rights or rights of publicity or privacy; (iii) it has sufficient rights, licenses, or permissions necessary to provide the Beta-User Content to HBC; (iv) the Beta-User Content does not and will not infringe or misappropriate any patent, patent application, copyright, trade secret, contract, or other proprietary right of any third party, and there are no claims or threatened claims to the contrary; (v) the Beta-User Content does not and shall not contain any lock, clock, timer, Trojan horse, Easter egg, time bomb, counter, copy protection feature, replication devices or defect ("virus" or "worm" as such terms are commonly used in the computer industry), or other device which might lock, disable, or erase the Software, prevent HBC or other third parties from fully utilizing the Software, or require action or intervention by HBC or other persons or entities to allow HBC to utilize the Software; (vi) it will not introduce any lock, clock, timer, Trojan horse, Easter egg, time bomb, counter, copy protection feature, replication devices or defect ("virus" or "worm" as such terms are commonly used in the computer industry), or other device into the Software; (vii) the individual accepting this Agreement on behalf of the Beta-User (the "Authorized Representative") has full power, authority, and legal capacity to execute and deliver this Agreement on behalf of the Beta-User and to bind the Beta-User to the terms and conditions hereof, and all necessary corporate, organizational, or other action has been taken to authorize such execution and delivery; (viii) the Beta-User is duly organized, validly existing, and in good standing (if applicable) under the laws of its jurisdiction of organization; (ix) it will not allow any third parties or unauthorized users to use or access the Software; and (x) it will not disclose any of HBC's Confidential Information to any third parties.

(b) Disclaimer of Warranties. BETA-USER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE LICENSED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS. HBC MAKES NO REPRESENTATIONS OR WARRANTIES ORAL OR WRITTEN, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HBC MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE DOES NOT OR WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTIES. HBC MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE WILL MEET ALL OF BETA-USER'S REQUIREMENTS OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8. Indemnification by Beta-User

Beta-User shall defend, indemnify, and hold harmless HBC and its respective directors, officers, employees, agents, successors, and assigns (each an "Indemnitee") from and against any and all claims, damages, losses, and expenses suffered or incurred by any Indemnitee arising from, relating to, or otherwise with respect to any loss, damage, or injury (including death) to any person or property arising from or relating to: (i) the use of the Software; (ii) a breach of Beta-User's representations and warranties provided in this Agreement; (iii) a breach of Beta-User's data collection, use, and privacy obligations under this Agreement; or (iv) to the extent based on a claim that Beta-User Content infringes, misappropriates, or otherwise violates a patent, patent application, copyright, trade secret, or other intellectual property right of a third party.

9. Limitation of Liability

IN NO EVENT SHALL HBC BE LIABLE FOR ANY LOSS OR DAMAGE ALLEGED TO HAVE ARISEN OR RESULTED FROM A BREACH OF THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE. IN NO EVENT SHALL HBC BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE (WHETHER IN WARRANTY, CONTRACT, OR TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER HBC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE), INCLUDING LOST REVENUE OR PROFITS, LOSS OR CORRUPTION OF DATA OR GOODWILL, SERVICE UNAVAILABILITY, INTERRUPTION, STOPPAGE, OR DELAY, COMPUTER DAMAGE, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES. IN NO EVENT SHALL HBC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY USE OF OR INABILITY TO USE THE SOFTWARE, EXCEED FIFTY U.S. DOLLARS (USD \$50).

10. Miscellaneous

(a) Assignment. Beta-User may not assign, delegate, or otherwise transfer this Agreement, in whole or in part, without HBC's prior written consent, which may be granted or withheld in HBC's sole discretion.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without reference to choice of law rules. Any dispute arising under or in connection with this Agreement shall be resolved in the federal courts in and for St. Louis County, Missouri and the Parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

(c) Survival. Sections 3-10 shall survive the expiration or earlier termination of this Agreement.

(d) Entire Agreement. This Agreement contains the entire agreement of the Parties concerning the subject matter hereof and supersedes all prior written and oral agreements, understandings, and negotiations with regard to the subject matter contained therein.

(e) Amendments. HBC may amend this Agreement at any time by providing written notice to Beta-User, including by posting an updated version of this Agreement through the Software. Beta-User's continued use of the Software following such notice shall constitute acceptance of the amended terms. If Beta-User does not agree to any amendment, Beta-User's sole remedy shall be to terminate this Agreement in accordance with Section 6(b).

(f) Electronic Acceptance. The Beta-User acknowledges and agrees that by clicking "I Agree" or otherwise manifesting assent through the electronic acceptance mechanism provided by HBC, the Authorized Representative is executing this Agreement on behalf of the Beta-User with the same legal force and effect as a manual signature. Such electronic acceptance shall constitute the Beta-User's agreement to be bound by all terms and conditions of this Agreement.

(g) Effective Date. The "Effective Date" of this Agreement shall be the date on which the Authorized Representative accepts this Agreement on behalf of the Beta-User by clicking "I Agree" or otherwise manifesting assent through the electronic acceptance mechanism provided by HBC.

BY CLICKING THROUGH THIS AGREEMENT OR OTHERWISE AGREEING BY USE, YOU HEREBY AGREE THAT YOU HAVE REVIEWED, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND TO THE EXTENT APPLICABLE, FURTHER AGREE TO ENSURE THAT EACH OF END USER'S EMPLOYEES AND OTHER END USERS DO THE SAME.

EXHIBIT A

Software

Description of the Software: The Software is a volleyball-education and organization app which consists of a suite of digital tools and resources designed to support parents and legal guardians of volleyball athletes (and athletes whose guardian has provided express written consent as required by the Software) in navigating the collegiate recruiting process. The Software includes educational modules explaining the recruiting timeline and expectations, access to publicly available links for collegiate athletic programs and related resources (including NCAA materials), and functionality that allows Guardians and Authorized Athletes to document and track their athletic recruiting journey, maintain notes, and compile lists of prospective schools. As part of the beta testing program, the Software may also include evolving or newly released features, updates, and enhancements provided by HBC during the Term.